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Official Public Records

Tarrant County Texas

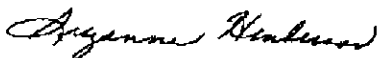
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Fee: \$ 24.00

Submitter: SIMPLIFILE

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3 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

10210905

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as "Lease") dated the 5th day of November, 2007, by and between **Edward E. Witherspoon and wife, Barbara Witherspoon**, Lessor, and **Dale Property Services, L.L.C.**, as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which Lease is recorded by Oil, Gas and Mineral Lease in the Deed Records of Tarrant County as Document No. D207422956 covering the following described lands located in Tarrant County, Texas, to wit:

2.1661 acres, more or less, in two tracts as follows;

1.709 acres of land, more or less, being Lot 7R Block 6, Draughon Heights Addition, an addition to the City of Fort Worth, Texas being more particularly described by metes and bounds in that certain plat, recorded in Volume 388-58, Page 819, of the Plat Records of Tarrant County, Texas.

0.4571 acres of land, more or less, being Lot 4, Lowery Heights Addition, an addition to the City of Fort Worth, Texas being more particularly described by metes and bounds in that certain plat, recorded in Volume 388-10, Page 120, of the Plat Records of Tarrant County, Texas.

WHEREAS said Lease was assigned to **Chesapeake Exploration, L.L.C.**; hereinafter referred to as "Assignee" by conveyance recorded as Document No. D208077586 in the Official Public Records of Tarrant County, Texas.

Whereas it is the desire of said Lessor and Assignee to amend the Paragraph No. 5 of said Lease.

Now therefore, the undersigned do hereby delete the portion of Paragraph No. 5 of said lease as shown below in its entirety:

If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from said drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith.

and in its place insert the following:

Oil and Gas Lease Amendment Edward E. Witherspoon

If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith.

Furthermore the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto to **Chesapeake Exploration, L.L.C.**, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED the 30th day of October 2008, but for all purposes effective November 5, 2007.

Lessor


Edward E. Witherspoon


Barbara Witherspoon

Assignee

**Chesapeake Exploration, L.L.C.,
An Oklahoma Limited Liability Company**

By: 
Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel



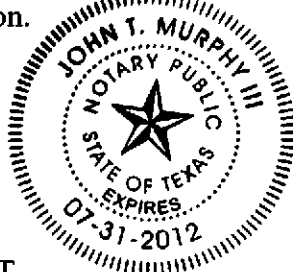
Oil and Gas Lease Amendment Edward E. Witherspoon

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on October 30th, 2008,
by Edward E. Witherspoon.

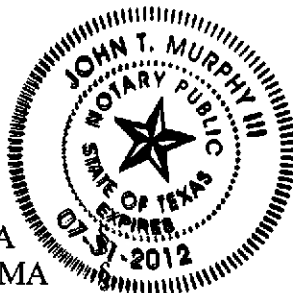


John T. Murphy III
Notary Public State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on October 30th, 2008,
by Barbara Witherspoon.

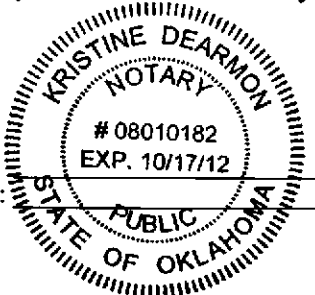


John T. Murphy III
Notary Public State of Texas

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of November, 2008, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of **Chesapeake Exploration, L.L.C.**, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



My Commission Expires:
My Commission Number:

Kristine Dearmon
Notary Public State of Oklahoma

Oil and Gas Lease Amendment Edward E. Witherspoon